

## **DB ADDITIONAL PROVISIONS ANNEX**

This DB Additional Provisions Annex (this **DB Additional Provisions Annex**), if specified as an Additional Annex in a Confirmation, shall be deemed to amend, supplement and form part of the Standard Terms Supplement (as defined in the relevant Confirmation) (the **Standard Terms Supplement**) for purposes of the relevant Transaction. Capitalised terms used but not defined in this DB Additional Provisions Annex shall have the meaning given to such terms in the Standard Terms Supplement or the relevant Confirmation. In the event of any inconsistency between the Standard Terms Supplement and this DB Additional Provisions Annex, this DB Additional Provisions Annex will govern. In the event of any inconsistency between this DB Additional Provisions Annex and the relevant Confirmation, the relevant Confirmation will govern. In the event of any inconsistency between this DB Additional Provisions Annex and the Fixed Recovery Annex (Deutsche Bank version), the Fixed Recovery Annex (Deutsche Bank version) will govern. In the event of any inconsistency between this DB Additional Provisions Annex and any other Additional Annex, such inconsistency shall be resolved by the Calculation Agent.

The definition of "Successors" in the Standard Terms Supplement shall be deemed to be amended by adding the following language to the end of such definition:

"Notwithstanding anything to the contrary in Section 2.2 of the Credit Derivatives Definitions (as amended in accordance with these "Successors" provisions), in relation to an Affected Entity in respect of which the Conditions to Settlement have been satisfied and in respect of which Buyer has delivered a Cash Settlement Notice to Seller, "Successor" shall be determined by the Calculation Agent with respect to each Selected Obligation specified in such Cash Settlement Notice for which the Affected Entity is no longer, either directly or indirectly, an obligor as follows: (a) where a Selected Obligation was a direct obligation of the Affected Entity, the entity, if any, that directly or indirectly succeeds to such Selected Obligation upon the occurrence of the Succession Event shall be the Successor and (b) where a Selected Obligation is an Underlying Obligation, the entity, if any, that assumes the obligation under the relevant Qualifying Guarantee in respect of such Selected Obligation upon the occurrence of the Succession Event; provided that, if, pursuant to (a) or (b) above, the Calculation Agent determines that more than one entity would qualify as a Successor in respect of a Selected Obligation, the Successor will be the entity selected by the Calculation Agent from among such entities in its sole discretion (without the need for any consultation with the parties)."

The definition of "Selected Obligation" in the Standard Terms Supplement shall be deemed to be deleted and replaced in its entirety by the following provision:

**Selected Obligation:**

With respect to a Reference Entity, each Deliverable Obligation specified in the relevant Cash Settlement Notice.

Each reference in the Credit Derivatives Definitions to "Delivery Date" in respect of a Deliverable Obligation shall be deemed to be a reference to the date of selection of the relevant Selected Obligation, except that the words "the Delivery Date" shall be deleted in the two places where they appear in Section 8.7(b)(i) of the Credit Derivatives Definitions.

The words "and at all times thereafter" shall be deleted from Section 2.20(b)(i) of the Credit Derivatives Definitions.

For the avoidance of doubt, provided that each obligation specified in the relevant Cash Settlement Notice satisfies the applicable Deliverable Obligation Category and Deliverable Obligation Characteristics on the date of such Cash Settlement Notice, each such obligation may constitute a Selected Obligation for the purposes of the relevant Transaction, notwithstanding the fact that such obligation may not satisfy the applicable Deliverable Obligation Category and Deliverable Obligation Characteristics on any date subsequent to the date of such Cash Settlement Notice. Notwithstanding anything to the contrary herein, the Reference Obligation specified in respect of a Reference Entity, if any, may always constitute a Selected Obligation with respect to such Reference Entity.

The definition of "Cash Settlement Notice" in the Standard Terms Supplement shall be deemed to be deleted and replaced in its entirety by the following provision:

**Cash Settlement Notice:**

A notice from Buyer to Seller (which may be by telephone and which shall be subject to the requirements regarding notices set forth in Section 1.10 of the Credit Derivatives Definitions) that is effective on or prior to the Valuation Time on the Valuation Date and that contains a detailed description of the Selected Obligation(s) of the Reference Entity, including the Quotation Amount in respect of each such Selected Obligation, the aggregate Currency Amount of which shall not exceed the Reference Entity Notional Amount or the Exercise Amount, as applicable, and, if available, the ISIN (if such identifying number is not available, the rate and tenor of the Selected Obligation(s)).

Buyer may notify Seller (in the same manner as for delivery of a Cash Settlement Notice) that Buyer is changing one or more of the Selected Obligations specified in a Cash Settlement Notice or the detailed description thereof. Buyer may correct any errors or inconsistencies in the detailed description of each Selected Obligation specified in a Cash Settlement Notice by notice to Seller (given in the same manner as for

delivery of a Cash Settlement Notice). Each such notice of change or correction must be effective on or prior to the Valuation Time on the Valuation Date. Following any effective change to, or correction of, a Cash Settlement Notice, each reference herein to Cash Settlement Notice, Selected Obligation and amount of the outstanding principal balance of each Selected Obligation specified in the Cash Settlement Notice shall be construed giving effect to such change or correction. For purposes hereof, the date on which a Cash Settlement Notice, or, as applicable, any change to, or correction of, a Cash Settlement Notice, is effective shall be the date of selection with respect to the Selected Obligation(s) specified therein.

The definition of Final Price in the Standard Terms Supplement shall be deemed to be deleted and replaced in its entirety by the following provision:

**Final Price:**

Notwithstanding Section 7.4 of the Credit Derivatives Definitions, with respect to each Selected Obligation, the price of such Selected Obligation, expressed as a percentage, determined in accordance with the applicable Valuation Method (treating such Selected Obligation as the Reference Obligation for such purpose and for purposes of other relevant provisions of the Credit Derivatives Definitions).

If, following the date of selection of a Selected Obligation and prior to a Quotation being obtained in respect of such Selected Obligation, such Selected Obligation is redeemed and/or cancelled in whole and, in connection with such redemption and/or cancellation, holders of such Selected Obligation receive cash, securities, other assets and/or any other consideration (in each case of the relevant Reference Entity or any third party), irrespective of its value, (together, **Assets**) then, notwithstanding anything to the contrary contained herein, the Final Price of such Selected Obligation shall be equal to the Assets Value divided by the relevant Quotation Amount specified in respect of such Selected Obligation in the Cash Settlement Notice.

For purposes of the foregoing:

**Assets Value** means the value of the Asset Entitlement, such value to be determined by the

Calculation Agent in a commercially reasonable manner as soon as reasonably practicable after the Assets have been received by holders of the relevant Selected Obligation;

**Asset Entitlement** means the Assets to which a Relevant Holder would be entitled; and

**Relevant Holder** means a holder of an amount of the relevant Selected Obligation with an outstanding principal balance equal to the Quotation Amount specified in respect of such Selected Obligation in the Cash Settlement Notice.

Paragraphs 5.4 and 5.5 of the Standard Terms Supplement shall be deemed to be deleted and replaced in its entirety by the following new paragraphs:

**5.4 Restructuring Maturity Limitation and Fully Transferable Obligation**

- (a) The words "(or deemed specified pursuant to Section 9.10) in the Notice of Physical Settlement" shall be deleted and replaced with the words "in the Cash Settlement Notice" in Section 2.32(a) of the Credit Derivatives Definitions.
- (b) The words "Delivery Date" shall be deleted and replaced with the words "date of selection of the relevant Selected Obligation" in the second paragraph of Section 2.32(b) of the Credit Derivatives Definitions.

**5.5 Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation**

- (a) The words "(or deemed specified pursuant to Section 9.10) in the Notice of Physical Settlement" shall be deleted and replaced with the words "in the Cash Settlement Notice" in Section 2.33(a) of the Credit Derivatives Definitions.
- (b) Section 2.33(b)(i) of the Credit Derivatives Definitions shall be deleted.
- (c) The words "Delivery Date" shall be deleted and replaced with the words "date of selection of the relevant Selected Obligation" in Section 2.33(b)(ii) of the Credit Derivatives Definitions.